



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 13, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#31 APRIL 13, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU  
AGREEMENT WITH EUCALYPTUS RANCH LP, HACIENDA ROBLES LP,  
CANARY ISLAND PALM LP, AND PEPPER CREEK LP  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

### **SUBJECT**

This action is to execute the agreement to authorize the Los Angeles County Waterworks District No. 29, Malibu, to accept funding in the amount of \$388,438 from Eucalyptus Ranch LP, Hacienda Robles LP, Canary Island Palm LP, and Pepper Creek LP for their financial share of the cost for the design and construction of future water storage reservoir and appurtenances.

### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU**

1. Find that the agreement is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve and direct the Chair to execute the agreement between Eucalyptus Ranch LP, Hacienda Robles LP, Canary Island Palm LP, Pepper Creek LP, and Los Angeles County Waterworks District No. 29, Malibu.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to approve and authorize the execution of the enclosed agreement for financial participation in future water infrastructure improvements, similar to an agreement executed by your Board with Malibu Lumber Yard, LLC, on April 7, 2009, and to find that the agreement is exempt from the California Environmental Quality Act (CEQA).

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). This agreement will provide a portion of the funds needed to design and construct water system facilities that will improve the Los Angeles County Waterworks District No. 29, Malibu (District 29), water supply reliability for domestic and fire protection purposes.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

This agreement provides \$388,438 in funding to District 29 Accumulative Capital Outlay Fund (N33) for the design and construction of future water system facilities that includes construction of an 800,000-gallon reservoir, two regulating stations, and approximately 5,000 feet of water mains; and the upgrade of an existing pump station (future water facilities) at an estimated cost of \$5 million. Currently, District 29 has received \$155,325 from the Malibu Lumber Yard LLC and a written commitment for \$834,625 from the Malibu La Paz LLC within the Civic Center area. District 29's financial participation is estimated to be \$1,600,000. The remaining \$2,022,000 is anticipated to be funded by future participants. District 29 will only proceed with the construction of the future water system facilities if sufficient funds are collected from new participants who would benefit from the facilities. In the event that sufficient funds are not collected, making the project infeasible, District 29 will refund the collected amounts, less any project expenses incurred as of the date of the refund, and instead charge the participants the applicable District 29 connection fees per the Rules and Regulations of the Los Angeles County Waterworks District.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement has been reviewed and approved as to form by County Counsel.

As a condition for obtaining water service to their project, Eucalyptus Ranch LP, Hacienda Robles LP, Canary Island Palm LP, and Pepper Creek LP (Development) agreed to financially participate in the cost for the design and construction of the future water facilities. The future water facilities are needed to provide local back-up water storage primarily to assist in meeting fire-flow standards and to improve the reliability of the current domestic service. The Development is currently within the jurisdiction of Las Virgenes Water Municipal Water District (LVMWD). In order for the Development to be served by District 29, the property will need to be detached from the service area of LVMWD and annex into the District 29 service area. The location of the Development is remote from the nearest existing water main of LVMWD and, therefore, LVMWD cannot provide water service to the Development without substantial new extensions of water system facilities. The detachment and annexation will be processed separately by the developer through the Los Angeles County Local Agency Formation Commission.

**ENVIRONMENTAL DOCUMENTATION**

The proposed agreement is statutorily exempt from CEQA. The requirement for the Development to contribute toward the funding of the future water facilities as a condition of a new water service is statutorily exempt from the CEQA under Section 21080(8)(D) of the California Public Resource Code and Section 15273(a)(4) of the CEQA Guidelines given that this action is for the purpose of obtaining funds for a capital project that is necessary to maintain water service within existing service areas. If sufficient funding is obtained, the Department of Public Works will comply with the appropriate requirements of CEQA for the future water facilities and return to your Board for appropriate action.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects as a result of this action.

**CONCLUSION**

Upon approval, please return one adopted copy of this letter and agreement to the Department of Public Works, Waterworks Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:AA:dvt

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

RECORDING REQUESTED BY  
LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 29  
WHEN RECORDED MAIL TO  
Los Angeles County Waterworks District  
900 South Fremont Avenue  
Alhambra, California 91803-1331

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THIS DOCUMENT IS EXEMPT FROM  
DOCUMENTARY  
TRANSFER TAX PURSUANT TO SECTION  
11922 OF THE REVENUE AND TAXATION  
CODE.

THIS DOCUMENT IS EXEMPT FROM  
RECORDING FEES PURSUANT TO SECTION  
27383 OF THE GOVERNMENT CODE.

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Space above this line for Recorder's use

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**AGREEMENT**

This agreement (hereinafter referred to as "AGREEMENT") is made and entered into by and between Eucalyptus Ranch LP, Hacienda Robles LP, Canary Island Palm LP, and Pepper Creek LP (hereinafter referred to, collectively, as "OWNER"), on the one hand, and LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU (hereinafter referred to as "DISTRICT 29"), on the other hand (OWNER and DISTRICT 29, each as "PARTY" and, collectively, as "PARTIES"), on \_\_\_\_\_, 2010.

**WITNESSETH**

WHEREAS, OWNER holds interest in fee to real property situated in the County of Los Angeles, State of California, described as Lots 1, 2, 3, and 4 of Parcel Map 23897 as per map recorded in Book 295, Pages 84 to 88, of official records of the Los Angeles County (hereinafter referred to, collectively, as "PROPERTIES"); and

WHEREAS, the PROPERTIES are currently situated entirely within the service area of the LAS VIRGENES MUNICIPAL WATER DISTRICT (hereinafter referred to as "LAS VIRGENES WATER"); and

WHEREAS, OWNER is requesting that DISTRICT 29 provide water service to the PROPERTIES to allow OWNER to proceed with development of single-family residences on the PROPERTIES; and

WHEREAS, the location of the PROPERTIES is remote from the nearest existing water main of LAS VIRGENES WATER such that the LAS VIRGENES WATER cannot provide water service to the property without substantial new extensions of water system facilities; and

WHEREAS, the PROPERTIES are located near an existing water main currently owned and operated by DISTRICT 29 but in an area that lacks sufficient infrastructure and other such necessary facilities such as storage tanks, pumps and piping for DISTRICT 29 to provide the customary level of water service for fire fighting purposes and/or domestic use for the PROPERTIES; and

WHEREAS, DISTRICT 29 is not legally obligated to provide water service to the PROPERTIES but is responding to the aforementioned OWNER's request for potable water service to the PROPERTIES although OWNER believes that DISTRICT 29 has obligations with regard to water service pursuant to a 2002 Consent To Service Agreement (the "2002 Agreement"); and

WHEREAS, among other requirements, as a condition to obtaining water service from DISTRICT 29, the OWNER has agreed to detach the PROPERTIES from the service area of LAS VIRGENES WATER and annex the PROPERTIES to the service area of DISTRICT 29; and

WHEREAS, also as a condition to obtaining water service from DISTRICT 29, pursuant to rules and regulations adopted by the Los Angeles County Board of Supervisors to apply to customers and prospective customers of DISTRICT 29 (hereinafter referred to as "RULES AND REGS"), the OWNER must participate financially in the design and construction of approximately 5,000 feet of 12-inch-diameter water main, pump station upgrades, a regulating station, and an approximately 800,000-gallon water storage tank intended to assist in meeting fire-flow requirements for the PROPERTIES and neighboring area (hereinafter referred to as "INFRASTRUCTURE"); and

WHEREAS, also as a condition to obtaining water service from DISTRICT 29, the OWNER must meet all other conditions under the RULES AND REGS, including constructing water mains that immediately front the PROPERTIES.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by OWNERS and DISTRICT 29 and of the premises herein contained, it is hereby agreed as follows:

1. OWNER AGREES:

- a. To design and construct all necessary fronting water mains and appurtenances to serve the PROPERTIES, as may be required by DISTRICT 29 under the RULES AND REGS, at OWNER'S sole cost and expense, strictly in accordance with plans and specifications preapproved in writing by DISTRICT 29 and all standards of DISTRICT 29 (hereinafter referred to as "PROPERTIES SPECIFIC IMPROVEMENTS") and to

dedicate for transfer to DISTRICT 29, gratis, all PROPERTIES SPECIFIC IMPROVEMENTS immediately upon said improvements being deemed complete by DISTRICT 29. Notwithstanding the foregoing, DISTRICT 29 shall have no obligation to accept the PROPERTIES SPECIFIC IMPROVEMENTS, which acceptance is at DISTRICT 29's sole and absolute discretion. OWNERS shall remain fully responsible for each PROPERTIES SPECIFIC IMPROVEMENT, including, without limitation, for its operation and maintenance until said date when DISTRICT 29 formally accepts (ACCEPTANCE) the PROPERTIES SPECIFIC IMPROVEMENT.

- b. To pay to DISTRICT 29 any and all charges for water service as may be required under the RULES AND REGS, including but not limited to the Capital Improvement Building Unit (Charge), any and all inspection fees, plan check fees, right-of-way document review fees, and other water system engineering charges.
- c. To participate financially towards the design and construction of future INFRASTRUCTURE in the amount of \$388,438 (the OWNER'S CONTRIBUTION), currently determined as OWNER's pro-rata share with all other property owners seeking new water service with the use of the INFRASTRUCTURE.
- d. Together with any application for a water meter for DISTRICT 29 to serve any of the PROPERTIES under the RULES AND REGS:
  - (i) pay the OWNER's CONTRIBUTION to DISTRICT 29; or
  - (ii) deliver to the DISTRICT a letter of credit ("LOC") or bond ("BOND") in the amount of the OWNER'S CONTRIBUTION, in the form prescribed by DISTRICT 29, at DISTRICT 29's sole and absolute discretion. The LOC or BOND must remain in full force and effect until OWNER delivers full payment of OWNER's CONTRIBUTION to DISTRICT 29 pursuant to the AGREEMENT. Should OWNER fail to renew the LOC or BOND prior to said payment, or should owner fail to deliver OWNER's CONTRIBUTION to DISTRICT 29 as required herein below, the DISTRICT shall have the right to draw upon the LOC or call the BOND. Notwithstanding the foregoing, OWNER shall deliver payment of the OWNER's CONTRIBUTION no later than 90 calendar days prior to DISTRICT 29's date set for advertisement of the contract for construction or installation of the INFRASTRUCTURE. At which time payment is received, DISTRICT 29 shall release the LOC or BOND. However, OWNER need not pay the OWNER's CONTRIBUTION to DISTRICT 29 in all cases until it applies for the aforesaid water meter to serve any of the PROPERTIES under the RULES AND REGS if it has complied with Subsection 1.g below regarding detachment and annexation but the Los Angeles County Local Agency Formation Commission (LAFCO) has not yet

approved annexation of the PROPERTIES into the service area of DISTRICT 29.

- e. Notwithstanding and in addition to the warranty in favor of DISTRICT 29 under Section 1.h. below, to fully release, indemnify, defend, and hold harmless DISTRICT 29, and as third party beneficiaries, the County of Los Angeles, its special districts, the Los Angeles County Board of Supervisors, its board members, officers, employees, and staff, from any and all claims, expenses and liability, including, without limitation, with counsel of their sole choosing, including claims relating to the PROPERTIES SPECIFIC IMPROVEMENTS until ACCEPTANCE by DISTRICT 29 pursuant to Section 1a. above, and including claims by the OWNER and successors in interest of the PROPERTIES relating to termination of water service to the PROPERTIES or relating to insufficient water supplies for fire-fighting or similar purposes. OWNER grants the foregoing release with full acknowledgment of and waiving OWNER's rights under California Civil Code, Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Notwithstanding the foregoing, the above release shall apply to claims for interruption of water service to the PROPERTIES only in the event OWNER is in default of this AGREEMENT. Notwithstanding the foregoing, nothing in this AGREEMENT is intended to excuse OWNER from having to comply with the RULES AND REGS as a condition of service or to limit DISTRICT 29 from its ability to enforce any and all terms under the RULES AND REGS.
- f. To record this AGREEMENT as notice against all PROPERTIES. This notice must be binding on all parties having or acquiring any right, title, or interest in the PROPERTIES or any part thereof.
- g. To take all necessary steps, at its sole cost and expense, to detach the PROPERTIES from the service area of LAS VIRGENES WATER and annex the PROPERTIES into the service area of DISTRICT 29, including under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code Section 56000, *et. seq.*, or as may be required by LAFCO, prior to receiving water service from DISTRICT 29.
- h. For a period of one (1) calendar year following ACCEPTANCE, to guarantee and warrant the design, construction, labor, and materials for the PROPERTIES SPECIFIC IMPROVEMENTS in favor of DISTRICT 29, and in addition, to take all necessary steps to require all contractors performing work relating to PROPERTIES SPECIFIC IMPROVEMENTS to provide a similar one (1)-year warranty naming DISTRICT 29 as a third-party

beneficiary, to allow DISTRICT 29 the option to exercise OWNER's rights under said contracts.

- i. That any approval of an on-site water tank by the Los Angeles County Fire Department, including for firefighting purposes, does not in any way relieve OWNER of its responsibilities under this AGREEMENT or with respect to the funding or completion of the PROPERTIES SPECIFIC IMPROVEMENTS, the INFRASTRUCTURE, or to comply with all RULES AND REGS.

2. DISTRICT 29 AGREES:

- a. To commence water service to the PROPERTIES upon OWNER fulfilling every term in Section 1 hereinabove and only to the extent OWNER is not in default under this AGREEMENT and if OWNER has complied with all requirements under the RULES AND REGS, including to apply for and meet all requirements to obtain water meters. Nothing in this AGREEMENT is intended to grant OWNER or the PROPERTIES the right to water service greater than or above that provided to customers of DISTRICT 29 in good standing under the RULES AND REGS.
- b. To apply the funds paid by the OWNER under Section 1 of this AGREEMENT for the purposes of designing and installing the INFRASTRUCTURE.
- c. Upon completion of construction and installation of the INFRASTRUCTURE and following completion of all accounting and/or fiscal procedures by DISTRICT 29 necessary for DISTRICT 29 to ascertain the existence of said surplus, to reimburse OWNER its pro-rata portion of any excess monies that may be collected by DISTRICT 29 to cover the cost of the INFRASTRUCTURE .

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The term of this AGREEMENT shall commence upon its execution by both PARTIES and end ten (10) calendar years from the date that OWNER pays the OWNER's CONTRIBUTION to DISTRICT 29 pursuant to Section 1 of this AGREEMENT, as evidenced by written receipt of said payment.
- b. Each person affixing his or her signature below represents and warrants:
  - (i) that he or she has read and understood this AGREEMENT, has had opportunity to seek legal counsel, and has the full legal authority to bind his or her respective PARTY to all of the terms, conditions, and provisions of this AGREEMENT; and
  - (ii) that his or her respective PARTY has the full legal right, power, capacity, and authority to enter into this AGREEMENT and perform all of the obligations herein.



- c. Notwithstanding any provision in this AGREEMENT, OWNER shall at all times observe all RULES AND REGS of DISTRICT 29, as these may be updated or amended by the Los Angeles County Board of Supervisors or its authorized designee.
- d. Notwithstanding any other provision in this AGREEMENT, under no circumstances shall DISTRICT 29 be obligated to pay interest under this AGREEMENT, including, without limitation, for any monies that may be deposited or over-paid by OWNER under this AGREEMENT.
- e. The PARTIES acknowledge that DISTRICT 29 is an entity independent from and legally separate from the County of Los Angeles (County). Nothing in this AGREEMENT is intended to bind the County or to release OWNER from any permitting or regulatory requirements of the Los Angeles County Code or the County, including, without limitation, requirements set by the Los Angeles County Regional Planning Commission, Los Angeles County Fire Department, Los Angeles County Department of Public Health, or the Los Angeles County Superintendent of Building and Safety, which requirements, if any, may only be deemed satisfied or waived by County officials representing said County departments, acting in their respective official capacities, not by DISTRICT 29 or its representatives.
- f. In addition to all other remedies of DISTRICT 29 in law, equity, or under this AGREEMENT, including DISTRICT 29's right to draw upon the LOC or call the BOND, upon OWNER's breach of this AGREEMENT, DISTRICT 29 shall have the option to terminate this AGREEMENT and/or water service to OWNER and the PROPERTIES.
- g. DISTRICT 29 makes no implied promises under this AGREEMENT, including relating to the time-frame for installation of future INFRASTRUCTURE. The sole remedy of OWNER under this AGREEMENT, including should DISTRICT 29 fail to have completed and/or installed any INFRASTRUCTURE when this AGREEMENT expires, shall be reimbursement of any remaining portion of OWNER's CONTRIBUTION actually paid to DISTRICT 29 pursuant to Section 1 above.

#### 4. ADDITIONAL PROVISIONS

- a. Captions. The captions and the section and subsection numbers appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this AGREEMENT nor in any way affect this AGREEMENT.

- b. Severability. In the event any portion of this AGREEMENT shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the AGREEMENT, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the AGREEMENT, provided the remaining AGREEMENT can be reasonably and equitably enforced.
- c. Governing Law and Forum. This AGREEMENT shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this AGREEMENT shall be conducted in the courts of the County of Los Angeles, State of California.
- d. Waivers. No waiver by DISTRICT 29 or the OWNERS of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
- e. No Presumption Regarding Drafter. The OWNER acknowledges and agrees that the terms and provisions of this AGREEMENT have been negotiated and discussed between DISTRICT 29, and OWNER, and its attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Neither PARTY shall be deemed the drafter of this AGREEMENT, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this AGREEMENT.
- f. Assistance of Counsel. OWNER either employed the assistance of legal counsel or had counsel available in the negotiation for and the execution of this AGREEMENT, and all related documents.
- g. Survival of Agreement. The indemnities, releases, representations, and warranties made or promised herein are intended to survive the recordation and termination of this AGREEMENT.
- h. Interpretation. Unless the context of this AGREEMENT clearly requires otherwise:
  - (i) the plural and singular numbers shall be deemed to include the other;
  - (ii) the masculine, feminine, and neuter genders shall be deemed to include the others;
  - (iii) "or" is not exclusive; and
  - (iv) "includes" and "including" are not limiting.

- i. Conflicts. In the event of a conflict between the provisions of this AGREEMENT and the provisions of any other documents executed or agreements made or purported to be executed or made between the PARTIES prior to the date on which this AGREEMENT is fully executed, the provisions contained in this AGREEMENT shall in all instances govern and prevail.
- j. Entire Agreement. This AGREEMENT contains the entire agreement and understanding between the PARTIES relating to the subject matter herein shall supersede previous or contemporaneous agreements or communications between the parties relating thereto, including the 2002 Agreement, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by OWNER and DISTRICT 29.
- k. Successors and Assigns. This AGREEMENT shall be binding upon the heirs, executors, and assigns of the PARTIES; and shall be recorded as notice with the hereinabove described PROPERTIES. This notice shall be binding on all parties having or acquiring any right, title, or interest in the PROPERTIES or any part thereof.
- l. No Third Party Beneficiary. Except as set forth above, this AGREEMENT is solely for the benefit of the named PARTIES with no intended third party beneficiaries.

[illegible]

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective officers as dated on Page 1.

LOS ANGELES COUNTY  
WATERWORKS DISTRICT  
NO. 29, MALIBU

ATTEST:

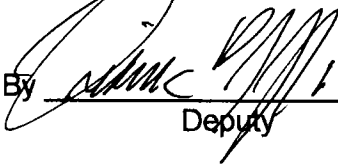
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors  
of the County of Los Angeles, as  
governing body thereof

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By  \_\_\_\_\_  
Deputy

APN 4457-003-023

*Grant Adamson, Co-Manager*  
By *Sequit, LLC; General Partner*  
Owner, Eucalyptus Ranch LP

APN 4457-003-022

*Grant Adamson, Co-Manager*  
By *Sequit, LLC; General Partner*  
Owner, Hacienda Robles LP

APN 4457-003-019

*Grant Adamson, Co-Manager*  
By *Sequit, LLC; General Partner*  
Owner, Canary Island Palm LP

APN 4457-003-020

*Grant Adamson, Co-Manager*  
By *Sequit, LLC; General Partner*  
Owner, Pepper Creek LP

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On JANUARY 10, 2010 before me, HOWARD R. SPANIER, NOTARY PUBLIC

Here Insert Name and Title of the Officer

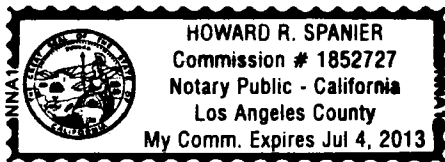
personally appeared GRANT ADAMSON

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature: [Signature]

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Agreement

Document Date: 1/21/2010

Number of Pages: 9

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☒ Other: CO-MANAGER

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

SEAVIT, LLC

Signer Is Representing: \_\_\_\_\_